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REQUEST FOR REVIEW

CC Docket No. 96-45

CC Docket No 02-6

May 21, 2008

Marlene H. Dortch, Secretary
Federal Communications Commission

RE: APPEAL requesting review of USAC's Administrator's Decision on Appeal –
Funding Year 2007-2008

Applicant Name: Baxley Wilderness Institute
BEN: 208494
Form 471 App# 577689
FRN 1597736

This is a request for review of Administrator's Decision on Appeal dated 05/12/08 (copy attached). My appeal to change the service end date for the above FRN was denied because I failed to make this correction on the Form 471 Receipt Acknowledgement Letter and the rules do not allow for an increase in the funding request subsequent to the Form 471 being committed.

Even though I did not request the change on the Form 471 RAL, I was told on more than one occasion by the USAC help line that I could request the change from the PIA reviewer. I confirmed that fact again today (Re: Case #21-747037). I did make this request of the PIA reviewer, Beatrice Braswell on 08/17/07. Attached please find Ms. Braswell's request to me dated 08/03/07 and my response dated 08/17/07.

On 08/20/07 another PIA reviewer, Ruchi Patel, requested the same information from me. Attached is Mr. Patel's request and my response dated 08/27/07 which again included my request to change the service end date. I am at a loss to know why my request was not granted. This same request was made for some of our other schools who also had similar contracts with the vendor, ITC Deltacom, and the requests were granted. One such example is Gainesville Wilderness Institute, BEN 151518, FRNs 1593986 and 1594055. The PIA reviewer, Bill Perry, changed the contract expiration end date from 02/04/08 to 06/30/08 upon my request for the same reasons given in this case.

The change should have been made at the time of the PIA review, before the Form 471 was committed and thus within the FCC guidelines. I am respectfully requesting that the denial be overturned, the service end date (or contract expiration date) for FRN 1597736

be changed to 06/30/2008, and funding be approved for the full 12 months of the funding year.

Thank you for your time and attention.



Michelle McBee
Grant Accountant
Associated Marine Institutes
5915 Benjamin Center Dr
Tampa FL 33634
Phone: 813-887-3300 X-3717
Fax: 813-889-8092
mmcbee@amikids.org





Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2007-2008

May 12, 2008

Michelle McBee
Associated Marine Institutes
1510 Deen's Landing Rd.
Baxley, GA 31513

Re: Applicant Name: BAXLEY WILDERNESS INSTITUTE
Billed Entity Number: 208494
Form 471 Application Number: 577689
Funding Request Number(s): 1597736
Your Correspondence Received: September 24, 2007

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2007 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1597736
Decision on Appeal: **Denied**
Explanation:

- During the Appeal Review USAC thoroughly assessed the facts presented in the appeal letter, the relevant documentation on file, and the FCC Rules and Procedures before making its determination on your appeal. The record shows that USAC has approved this funding request for the dollar amount, months of service, and discount level requested by the applicant on Block 5 of their Form 471 application. You were given the opportunity to correct the months of service on the Form 471 Receipt Acknowledgement Letter (RAL), but you failed to do so. The rules of this support mechanism do not allow for an increase in the funding request subsequent to the Form 471 being committed. The information submitted on the Form 471 is solely the applicant's responsibility. The effect of changing the service end date is essentially a request to increase funding.

Increasing the original requested discount is tantamount to requesting funds not included on the original Form 471.

- Your appeal requests additional funds that were not included in the FCC Form 471 that you are appealing. FCC rules require that funding requests be made on an FCC Form 471. See 47 C.F.R. sec. 54.504(c). Funding requests may not be made on appeals of USAC funding commitment decisions. Whether your request can be considered for funding will depend on the date your FCC Form 471 is received and whether funds are available if it is received after the close of the filing window. See 47 C.F.R. sec. 54.507(g). Consequently, USAC denies your appeal insofar as it requests funding not requested in the FCC Form 471, which forms the basis of this appeal.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company



Schools and Libraries Division

Date: August 3, 2007

Contact Name: Michelle McBee
Applicant Name: Baxley Wilderness Institute
Contact Phone Number: 813-887-3300
Application Number(s): **577689 and 584450**

Response Due Date: August 18, 2007

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2007 Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the Universal Service program. We are currently in the process of reviewing your Funding Year 2007 Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below.

Application # 577689

Item 1. CAD before ACD

The rules of this program require that a signed contract with the service provider be in place at the time of the submission of the FCC Form 471 certification.

FRN 1597736? - DELTA COM change SUC END DATE 06/20/08
Please provide a copy of the full contract, signed by the applicant and dated, to verify the correct Contract Award Date ("CAD"). Failure to provide a signed and dated contract may be cause for denial.

If the contract is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to PIA. Please provide us with the contract name and number of the State Master Contract. If you have already submitted the relevant contract information in connection with another review, please provide the FCC Form 471 application number involved so that we can locate the documentation in our files.

For further guidance regarding CADs, please refer to the Schools and Libraries Division website at: Step 4: Select a Service Provider at www.usac.org/sl/applicants/step04/default.aspx

32124 0000509925
In addition to providing the contract; is the Form 470 #627990000614073 on your Form 471 application #577689 the establishing Form 470 for services associated with Funding Request Number(s) (FRN) 1597736? Yes or No.

If No, please provide the following information:

- Please provide the 15-digit Form 470 Number that established the bidding for the FRN. The establishing Form 470 is the specific Form 470, which was posted for that particular service for 28 days, and pursuant to which a contract was signed or an agreement was entered into. (If the Form 470 has not been certified please include a copy of the signed Form 470 Certification page with your response. Failure to provide a copy of the signed Form 470 Certification page will result in a denial of your funding request.)

If Yes, please provide the following information:

- You indicated the Contract Award Date (CAD) for service is 2/7/2005 for your FCC Form(s) 471 Block 5 Item 18, associated with Funding Request Number(s) (FRN) 1597736. Was the incorrect date entered at the time the FCC Form 471 was completed? **Yes or No.**

If Yes, please provide the following information:

- USAC with the correct Contract Award Date.
- If your authorized representative completed the information in this document, please attach a copy of the letter of agency or another agreement between you and the consultant authorizing them to act on your behalf. If you receive assistance outside of your organization in responding to this request, please indicate this in your reply.

Item 2. Number of lines

Based on your documentation **FRN(s) 1597619, 1597660, 1597736, and 1597798** is a request for local, long distance or cellular service. The documentation does not indicate the number of lines for which funding is being requested. Please indicate the number of lines for which you are requesting service for this request.

Application # 584450

Item 1. Basic Maintenance Detail

Based on the documentation that you have provided, your FY2007 Form 471 application # 584450 includes a request for Basic Maintenance of Internal Connections. However we were not able to determine the eligibility of your request.

Please provide additional detailed information about your request, including a complete list of equipment to be maintained, equipment quantities, and make and model number.

Handwritten notes:
 - ALTEL 7730 (3)
 - ALTEL 9730 (5)
 - DELTACOM (6)
 - BELL SOUTH INTERNET DSL

Please fax or email the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Beatrice Braswell
PIA Reviewer
Program Integrity Assurance
USAC, Schools and Libraries Division
Phone: 973-581-5283
Fax: 973-599-6578
E-mail: BBraswe@sl.universalservice.org

Michelle L. McBee

From: PIATeam7 [PIATeam7@sl.universalservice.org]
Sent: Friday, August 03, 2007 9:31 AM
To: Erate
Cc: Michelle McBee@1-813-889-8092
Subject: BB-Baxley-15-day-8-3-07
Attachments: 15-Day 8-3-07.doc

Dear Ms. McBee:

Attached please find our letter requesting additional information for Application(s)# **577689** and **584450** for the **Baxley Wilderness Institute**.

*Beatrice M. Braswell
Schools and Libraries
Phone: 973-581-5283
Fax: 973-599-6578
Email: BBraswe@sl.universalservice.org*

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8/3/2007

Michelle L. McBee

From: Michelle L. McBee on behalf of Erate
Sent: Friday, August 17, 2007 2:28 PM
To: 'PIATeam7'
Subject: RE: BB-Baxley-15-day-8-3-07
Attachments: Budget Narrative, Equip List.pdf; BWI - ITC DELTACOM 03-08-05.pdf

Dear Beatrice:

Following are answers to your questions regarding Baxley Wilderness Institute, App#s 577689 and 584450:

APP# 577689

Item 1. For FRN 1597736 - Attached is a copy of the contract between ITC Deltacom and Baxley Wilderness Institute dated 03/08/05. Please change the CAD from 02/07/05 to 03/08/05 as that is the date signed by the vendor. Also, the service end date should be 06/30/2008 as Baxley Wilderness Institute will be receiving service on a month-to-month basis after the contract expires. The establishing Form 470# is 321240000509925.

Item 2. For FRN 1597619 – the number of lines is 3.
For FRN 1597660 – the number of lines is 5.
For FRN 1597736 – the number of lines is 6.
For FRN 1597798 – this is for a DSL line for internet access.

APP# 584450

Item 1. Attached is a Budget Narrative containing additional information regarding our request and a list of equipment to be maintained.

Please let me know if you need anything else. Thank you for your time and efforts.

Michelle McBee

Grant Accountant
Associated Marine Institutes
Phone: 813-887-3300 X-3717
Fax: 813-889-8092
erate@amikids.org

From: PIATeam7 [mailto:PIATeam7@sl.universalservice.org]
Sent: Friday, August 03, 2007 9:31 AM
To: Erate
Cc: Michelle McBee@1-813-889-8092
Subject: BB-Baxley-15-day-8-3-07

Dear Ms. McBee:

Attached please find our letter requesting additional information for Application(s)# **577689 and 584450** for the **Baxley Wilderness Institute**.

Beatrice M. Braswell
Schools and Libraries
Phone: 973-581-5283

8/17/2007

Fax: 973-599-6578

Email: BBraswe@sl.universalservice.org

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8/17/2007

Date 01/10/05 Account # New MAE/AE Representative David Pinti CPE Sales Representative
 Customer Name Baxley Wilderness Institute, Inc. Association Number Referral Partner ID Sub-Agent ID Sales/Dealer Number 520
 Billing Address 1510 Deen's Landing Road Telephone 912-367-3383 Fax
 City Baxley State GA Zip 31513 Suppress Paper Bill (eBillMaster available online) ☒ Yes ☐ No
 Contact Name Jamey Grover Title Exec. Dir. Email Address Tax Exempt ☒ Yes ☐ No
 Can ITC/DeltaCom share your network information with other ITC/DeltaCom companies? ☐ Yes ☒ No If yes, include certificate

ITC/DeltaCom requests your approval to use certain information regarding the products and services you currently purchase from us in order to inform you about additional services we offer. This type of information is commonly known as Customer Proprietary Network Information (CPNI). Only ITC/DeltaCom companies will use your CPNI.

Term Plan ☐ 1 Year ☐ 2 Year ☒ 3 Year

PRODUCTS	Enter Quantity of T-1s in each category						T1D		Horizon LD			Toll Free Qty	Loop Charge	MRC	Loop Install Charge	Inside Wiring Install	Other
	Voice only	250K	384K	512K	768K	1.024M Dynamic	Out	In	Card	Out	In						
Line-Based T-1 Services	3-5																
TPAC T-1																	
SimpliIT Plus T-1																	
SimpliIT T-1																	
Dune T-1																	
Lines on the T-1 (Quantity of Lines)																	
Trunk-Based T-1 Services	3-3																
SimpliIT <input type="checkbox"/> PRI N1 <input type="checkbox"/> PRI N2 <input type="checkbox"/>																	
Unity <input type="checkbox"/> Plus <input type="checkbox"/> PRI N1 <input type="checkbox"/> PRI N2 <input type="checkbox"/>																	
LD T-1 <input type="checkbox"/> PRI N1 <input type="checkbox"/>																	
Business Line Services	1-2																
T-Remote Lines (Quantity of Lines)																	
Simply Analog Lines (Quantity of Lines)																	
Infinity Lines (Quantity of Lines)																	
Data and Internet Services	1-2																
PRODUCTS (select all that apply)							# Sites / Quantity	MRC	Loop MRC			Loop/Port Install		Inside Wiring	Other		
Internet T <input type="checkbox"/> Stand Alone <input type="checkbox"/> w/ Local T																	
Data Only Loops <input type="checkbox"/> DS0 <input type="checkbox"/> DS1 <input type="checkbox"/> DS3																	
Data Network <input type="checkbox"/> Frame Relay <input type="checkbox"/> ATM <input type="checkbox"/> Point to Point																	
Data Connectivity <input type="checkbox"/> Host <input type="checkbox"/> Remote																	
IP VPN Services <input type="checkbox"/> Secure Access <input type="checkbox"/> IP VPN <input type="checkbox"/> Managed Firewall																	
Secure Access Clients																	
Email Service (30 Free) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																	
Add'l Domain Names																	
CPE Rental																	
Unit Description	Actual Physical Address for each Location											Quantity	Total Rental MRC				
NOTE: Data CPE provided free of charge is subject to a Monthly Equipment Maintenance Coverage Fee. (See Data CPE Rental provision herein.)																	
For Internal Purposes Only:																	
10% BEP Discount																	
NOTE: Directory Listing - Existing directory listings will remain as is. A separate form is required in the following cases: 1) New lines are established, 2) A customer moves, 3) A partial migration of lines or 4) A CLEC Conversion is required. All Yellow Page directory listing information must be handled directly with the yellow page publisher.																	

SEE TERMS AND CONDITIONS

Form 2 --- Page 1 of 4 (Rev. 05/04)

EZ Writer Ver. 2.6.5

* Tariffed Rates

Agreement

Customer hereby agrees to i) all the rates, terms and conditions of this Agreement for Service ("Agreement"), ii) and the rates, terms and conditions of the state and federal tariffs of ITC/DeltaCom Communications, Inc. (ITC/DeltaCom); and, iii) and/or the rates, terms and conditions that appear on ITC/DeltaCom's website, www.itcdellacom.com, if no state and/or federal tariff applies, in each case as the same exist or may be modified in the future by ITC/DeltaCom, including limitations on ITC/DeltaCom liabilities. The service is intended only for the use of Customer, its authorized agents and employees, and may not be resold without the prior written consent of ITC/DeltaCom and any resale of ITC/DeltaCom services or products will be considered a breach of this Agreement.

Effective Date

The term of a service provided under this Agreement ("Term") shall commence on the following date, as applicable: (i) for long distance service, the date of Customer's first usage (ii) for all other services, the date the service first becomes available to Customer, or (iii) if Customer purchases more than one service, the date the final service becomes available to Customer.

90 Day Guarantee

If Customer is not satisfied with any service provided by ITC/DeltaCom under this Agreement, Customer may discontinue any of the services provided under this Agreement by written notice to ITC/DeltaCom 30 days prior to the discontinuance becoming effective and within the first 90 days of the commencement of the particular service without incurring a Discontinuance Charge. However, Customer will be responsible for payment of all accrued charges for usage. For any discontinuance that does not result in whole or in part from ITC/DeltaCom service problems after installation of the service, Customer will be responsible for all accrued charges for usage, the total of all waived installation charges, any incentives received during the Term, and non-waivable installation charges which include, but are not limited to, engineering fees, expedite fees, and carrier and local exchange service order fees.

Our Best Guarantee

If Customer is not satisfied with any service provided by ITC/DeltaCom under this Agreement, Customer may discontinue any of the services provided under this Agreement by written notice of non-performance in regard to ITC/DeltaCom's Customer Care, Sales Support, or Network Quality. Should a service problem arise, after the first 90 days, Customer must notify ITC/DeltaCom's Customer Care Center at 1-800-239-3000 and allow ITC/DeltaCom 20 business days in which to responsively address Customer's problem or return the telephone network service performance to customarily acceptable industry standards. If the problem cannot be responsively addressed or the service cannot be restored to normal and customarily acceptable industry performance standards, ITC/DeltaCom will cancel this Agreement five (5) days after receipt of Customer's written notice of cancellation without requiring payment of a Discontinuance Charge. Customer is responsible for paying all accrued charges for usage through the date of effective cancellation.

Discontinuance Charge

Customer may discontinue any of the services provided under this Agreement by written notice to ITC/DeltaCom 30 days prior to the discontinuance becoming effective. If Customer terminates this Agreement before the expiration date of the Term, and after the initial 90 days of the Term, Customer shall incur a Discontinuance Charge, calculated as one or both of the following, as applicable: (i) for long distance service, the Annual Usage Commitment amount remaining unpaid for the remainder of the Term (see below for definition of Annual Usage Commitment) (ii) for all other services, the total of three full non-discounted months of service charges. The Discontinuance Charge shall include any waived installation charges, the cost of any incentives and any miscellaneous charges incurred for dedicated access, including but not limited to engineering fees, expedite fees, carrier and local exchange service order fees, change order charges, miscellaneous configuration charges, etc. ("Dedicated Access Fees").

Bundle/Term Discount Program

The Term discount is applied first and then the Bundle discount is applied separately.

- Bundle discounts for local service will be applied toward line and feature charges. However, subscriber line charges, Universal Service, E911, telecom relay, taxes, installation, access and other pass through charges do not earn discounts.
- Bundle discounts applied to long distance are limited to usage charges. However, access, surcharges, monthly recurring charges (MRC), taxes, and other pass through charges do not earn discounts.
- Bundle discounts applied to Internet or data services include both usage and MRCs. However all taxes, E911, telecom relay and other pass through charges do not earn discounts.
- No other discounts shall apply except as set forth in this Agreement.
- Dollar limit of total Bundle discount will be capped at the least dollar volume of any product in the bundle.
- Multi-location accounts will qualify for bundle discounts only at the locations that actually have the local bundle.
- Discontinuance of any products contained in the bundle will change the discount level of the remaining products.

Incentives

Incentive(s) include but are not limited to free or discounted services under the Bundle/Term Discount Program, waiver of any fees (i.e., installation charges, loop charges), waived rental of equipment, etc. If Customer cancels any service provided under an incentive in full or in part (i.e., Customer receives a discount for bundled services but cancels one of the services prior to the end of the Term), then Customer shall pay any fees Customer would have incurred without the incentive. Likewise, Customer shall pay the then current rate for any equipment received under an incentive (i.e., data CPE: multiplexers, CSU/DSU, routers, etc.) and/or, at ITC/DeltaCom's discretion, allow ITC/DeltaCom to retrieve the equipment from the Customer's premise during normal business hours.

Cancellation Fee

If Customer cancels a service prior to commencement of the Term, Customer shall pay all accrued charges, including but not limited to any incentives, installation charges and Dedicated Access Fees.

Annual Usage Commitment Level (applicable only to long distance customers)

Long distance Customers agree to an Annual Usage Commitment which is established using the third (3rd) month's actual toll usage, excluding directory assistance, multiplied by twelve (12) months, and multiplying that result by 50%. By the end of the twelfth month of the Term agreement, the Customer's usage must be at or above the established Annual Usage Commitment. If the Customer's usage does not meet this requirement, in the 13th month, and at the end of each 12 month period remaining in the Term to which the Customer agreed, the Customer will be billed the difference between the actual usage level and the predetermined Annual Usage Commitment. The Annual Usage Commitment as described is used in the calculation of the Discontinuance Charge for early termination of a Term agreement.

T-1 Facility Access (If applicable)

ITC/DeltaCom charges for T-1 facility access are based upon actual tariffed rates filed by the dominate Local Exchange Carrier ("LEC") operating at each LATA and are subject to change upon notice to Customer. Customer hereby appoints ITC/DeltaCom as the Customer's agent for the purpose of procuring and maintaining the T-1 facility access from the LEC. Customer shall be solely responsible for payment of any charges or termination liability levied by Customer's equipment vendor or LEC associated with the special construction equipment needed to provide T-1 facility access. The price components apply to facility access only.

Idlet-1 Charge (If applicable)

Customer shall accept the T-1 loop facility no more than 10 business days after the T-1 loop facility has been installed or within 10 business days of a reasonable attempt by ITC/DeltaCom to install the service. If the T-1 service is not accepted within this time frame, an idle T-1 fee will be assessed. This fee will equal \$165 and be applied to the customer's account on a monthly basis until the T-1 service is accepted. Acceptance is denoted by the completed installation of all T-1 services ordered. Upon T-1 service acceptance, the monthly charge will cease.

Internet Access (If applicable)

If Customer elects to receive ITC/DeltaCom Internet Access ("Access") as part of this Agreement, Customer consents that none of Customer's internet content, transmission or any other Internet activities will be in violation of any local, state, federal or international laws, regulations or Treaties or ITC/DeltaCom's Internet Acceptable Use Policy. Any such violations may be grounds for termination of the Access. Customer acknowledges receipt of ITC/DeltaCom's Internet Acceptable Use Policy, which is available for review by Customer at http://www.itcdelta.com/content/Internet_Use_Policy.asp.

ITC/DeltaCom provides no user access security with respect to any of Customer's facilities or facilities of others. Customer shall be responsible for user access security and network access. ITC/DeltaCom will assist in network security threat detection or identification at ITC/DeltaCom's standard rate, but shall not be liable for any liability, failure, or omissions in doing so.

If Customer provides services through other networks, ITC/DeltaCom accepts no responsibility for authorization of such networks. Use of other networks may require approval of the respective network authorities and use will be subject to any acceptable usage policies such networks establish. ITC/DeltaCom does not own or control networks outside of ITC/DeltaCom, nor is ITC/DeltaCom responsible for performance (or nonperformance) with or over these networks or within non-ITC/DeltaCom-operated interconnection points between ITC/DeltaCom and other networks.

ITC/DeltaCom shall provide to Customer, in accordance with the Terms of this Agreement, technical consultation and instruction regarding network hardware, software, access techniques and commands at ITC/DeltaCom's standard rates. ITC/DeltaCom is not responsible to Customer for the cost or expense of administrative, technical, emergency, or support personnel at Customer's location necessary for dealing with the customer support commitments as described in this paragraph will cost \$100.00 per hour, or \$150.00 per hour, if performed on the customer's site.

Customer agrees to give ITC/DeltaCom polling rights to the router for the duration of this Agreement. This information will be kept in confidence and used for network polling and monitoring.

ITC/DeltaCom warrants that the Access will pass data packets from Customer's Router to the Internet. Use of any information obtained through the Access is at Customer's risk. ITC/DeltaCom specifically denies any responsibility for the security or quality of information obtained through the Access.

ITC/DeltaCom is not responsible for the reliability of equipment which ITC/DeltaCom did not install or configure or for the Customer's local networks or other hardware. Customer is responsible for assessing its own computer and transmission network needs, and is solely responsible for the results obtained therefrom. In no event shall either party be liable for direct damages greater than the sum total of payments made by Customer to ITC/DeltaCom during the three (3) months immediately preceding the event for which damages are claimed.

If ITC/DeltaCom is used as the billing contact for Customer's domain name, customer hereby consents to ITC/DeltaCom's removal/renewal of Customer domain name unless otherwise instructed.

Secure Access and/or IPVPN (If applicable)

The Secure Access service provided hereunder is the delivery via Internet protocol of the Customer's data between two remote points utilizing Secure Access equipment. ITC/DeltaCom's Secure Access service includes the provision of the equipment as set forth in this Agreement necessary to encode and decode the Customer's data, but excludes the provision of the Local Loop, which must be contracted for separately. ITC/DeltaCom agrees to provide the Secure Access service within a certain minimum service level. The Service Level Agreement applicable to ITC/DeltaCom's Secure Access is published on ITC/DeltaCom's web site at <http://www.itcdelta.com/SPDP/HTML/SLA.asp>, and is incorporated herein by reference. Customer acknowledges that ITC/DeltaCom does not represent or warrant that the Secure Access service will ensure uninterrupted or error-free operation. Under no circumstances whatsoever shall any liability of ITC/DeltaCom arising in connection with the Secure Access service exceed an amount equal to the monthly recurring charge for Secure Access paid to ITC/DeltaCom from Customer for the three (3) months immediately preceding the event for which damages are claimed.

Customer Premise Equipment (If applicable)

In the event ITC/DeltaCom furnishes Customer Premise Equipment of any sort ("CPE") to Customer for rental in connection with the services, Customer shall pay the aggregate rental for each item of CPE for the full Term of this Agreement. Customer agrees to assume and bear the entire risk of any partial or complete loss with respect to the CPE from any and every cause whatsoever including theft, loss, damage, (including damage caused by Acts of God), destruction or governmental taking, whether or not such loss is covered by insurance or caused by any fault or neglect of Customer. If Customer is receiving CPE at no rental cost to Customer, then Customer shall be billed a Monthly Equipment Maintenance Charge and payment of such charge shall relieve Customer of liability for Acts of God, including lightning, power surge, fire, wind, flood and earthquake. Damage caused by power surge, fire, and flood, which is not the result of an Act of God, is specifically excluded from coverage. Customer agrees to give ITC/DeltaCom prompt notice of any damage to or loss of any CPE, or any abandonment or relocation from Customer's premise. For CPE Rental provided free of charge under an Incentive, ITC/DeltaCom reserves the right to substitute another type of CPE at its discretion. ITC/DeltaCom owned CPE that cannot be recovered from Customer's site will be billed the current ITC/DeltaCom listed purchase price for equipment.

Exclusive Local Provider (Applicable only to T-1s with integrated local and intermedia services)

I certify that ITC/DeltaCom is either my exclusive local service provider for this location or that 50% of the activated T-1 channels are for local use. I understand the services provided at the rates herein are based upon the certification and that additional charges will apply in the event that it is discovered that the foregoing conditions have not been met.

Shared Tenant Service Provider Agreement

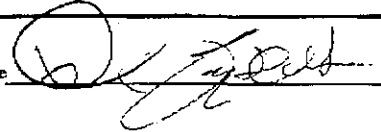
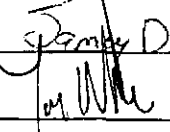
If Customer intends to resell or rebill ITC/DeltaCom services, Customer hereby certifies that it has all necessary state, federal, legal and regulatory authority to resell or rebill any telecommunication services to its tenants or customers. In no event will ITC/DeltaCom directly bill any tenant or other customer of Customer. If Customer is found to be in violation of any federal, state or local law or regulation for reselling or rebilling telecommunications services, Customer shall indemnify ITC/DeltaCom for any related claims by any third party against ITC/DeltaCom, including attorneys' fees and costs. All such indemnity obligations of Customer shall survive termination or expiration of the Agreement.

Default

Should Customer fail to pay any invoiced item within 30 days of the date of invoice, ITC/DeltaCom reserves the right to cease providing the service invoiced until such time as the invoice is paid. Such interruption of service shall not be a breach of this Agreement, and shall not afford Customer any relief outlined in this Agreement or any other document. If, after 10 days written notice to Customer, the invoice shall remain unpaid, ITC/DeltaCom, at its election, may declare Customer in default. If Customer defaults, all amounts remaining to be paid under the Term of this Agreement shall immediately become due and payable. The remedies contained in this paragraph are cumulative and in addition to all other rights and remedies available to ITC/DeltaCom under this Agreement, by operation of law or otherwise. In addition, in the event of default, Customer shall immediately owe to ITC/DeltaCom reimbursement for installation and removal charges of any CPE in the amount of Five Hundred and 00/100 Dollars (\$500.00) per unit (i.e., per CPE router); such amount shall be immediately due and payable. Further, ITC/DeltaCom, at its option, may, upon written notice thereof, take immediate possession of any and all of the items of CPE owned by ITC/DeltaCom, wherever situated, and for such purpose enter upon any premises without liability for so doing and sell, dispose of, hold, use or lease any items of CPE which have not been fully paid for as ITC/DeltaCom in its sole discretion may decide. If ITC/DeltaCom is unable to retrieve any items of CPE, Customer shall be invoiced for the full, then current sales price of such CPE.

General

Customer acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a writing subscribed to by both parties. This Agreement is not assignable by Customer except with ITC/DeltaCom's express written consent, without which, any such assignment or attempted assignment shall be void. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The headings in the Agreement are intended for convenience of reference and shall not affect its interpretation. The waiver or failure of ITC/DeltaCom to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of that right or any other right under this Agreement. The individual executing this Agreement on behalf of Customer hereby represents and warrants that he or she is duly authorized by all necessary action to execute this Agreement on behalf of Customer. All notices to ITC/DeltaCom shall be in writing and shall be delivered or sent by registered or certified mail, return receipt requested, to the address indicated on the face hereof or to such other address as ITC/DeltaCom shall specify by notice given pursuant hereto. ITC/DeltaCom shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement or for interruption of service resulting directly or indirectly, from any cause beyond ITC/DeltaCom's reasonable control (Force Majeure). EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ITC/DELTACOM WILL NOT BE LIABLE FOR ANY LOST OR ANTICIPATORY PROFITS, OR SPECIAL OR PUNITIVE DAMAGES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, EVEN IF ITC/DELTACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. CUSTOMER SHALL DEFEND AND INDEMNIFY ITC/DELTACOM FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, (INCLUDING REASONABLE ATTORNEYS FEES) ARISING OUT OF THE PURCHASE, POSSESSION, OPERATION, CONDITION, RETURN OR USE OF THE CPE OR BY OPERATION OF LAW, EXCLUDING, HOWEVER, ANY OF THE FOREGOING RESULTING SOLELY AND DIRECTLY FROM THE ACTS OF ITC/DELTACOM. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Alabama. Customer authorizes ITC/DeltaCom to conduct an investigation of Customer's credit history for the purpose of determining Customer's creditworthiness for payment for the service(s) and options. Customer agrees to pay all costs of collection, including a reasonable attorney's fee, whether incurred by suit or otherwise. Only an authorized officer of ITC/DeltaCom may agree to modifications to the terms and conditions of this Agreement. This Agreement begins upon acceptance, below, by an ITC/DeltaCom Branch Manager or other authorized management person, but is subject to final credit approval.

Authorized Signature		Print Name	Jimmy D. Grover	Title	Executive Director	Date	02/07/05
ITC/DeltaCom Acceptance				Title	bm	Date	3/8/05

ADDENDUM TO AGREEMENT FOR SERVICE

THIS ADDENDUM ("Addendum") to that certain Agreement For Service is entered into by and between Baxley Wilderness Institute, Inc. with offices at 1510 Deen's Landing Road Baxley, GA 31513 ("Customer") and ITC^DeltaCom Communications, Inc., an Alabama corporation, whose principal corporate address is 1791 O.G. Skinner Drive, West Point, Georgia 31833 ("ITC^DeltaCom"), hereinafter, collectively, the "Parties".

WITNESSETH

WHEREAS, ITC^DeltaCom and Customer have entered into that certain Agreement For Service on the date hereof for the provision of certain telecommunication services to Customer ("Agreement"); and

WHEREAS, the Parties to the Agreement desire to add certain terms and conditions to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, ITC^DeltaCom and Customer agree as follows:

1. Additional Provisions. a) Business Downturn

In the event Customer does not require all of the Services included herein due to a downturn in business beyond Customer's control and not due to a transfer of any portion of the Services to another provider, Customer and ITC^DeltaCom shall negotiate in good faith appropriate and commercially reasonable changes to this Agreement. The parties shall continue performance under this Agreement while they are negotiating a combination of services, price, and term that reflect Customer's revised needs. For purposes of this Agreement, the term "business downturn" is hereby defined to mean (i) an unplanned reduction in business revenues beyond Customer's control such that Customer does not require all of the Services included herein; (ii) an unplanned change in conditions affecting Customer's business that substantially alters the scale or scope of Customer's business such that Customer does not require all of the Services; or (iii) a loss of funding under the "E" Rate program."

2. Other Terms and Conditions. All other terms and conditions of the Agreement For Service shall remain in full force and effect, as if fully stated herein.

3. Conflict. If there are any conflicting terms or conditions between the terms and conditions of this Addendum and the terms and conditions of ITC^DeltaCom's tariff, the terms and conditions of ITC^DeltaCom's tariffs shall control.

4. Entire Agreement. Any and all prior agreements made with Customer, whether written or oral, regarding the subject matter of this Addendum shall be superseded by

~~Southwest Florida Marine Institute, Inc.~~
Baxley Wilderness Institute, Inc.

this Addendum. Exclusive of any tariff modifications initiated by ITC^DeltaCom and approved or permitted by the applicable regulatory authority, once this Addendum has been executed, any amendments hereto must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, ITC^DeltaCom and Customer have executed this Addendum to the Agreement For Service, by their duly authorized representatives, on the day and year indicated below.

CUSTOMER:

ITC^DELTACOM:

Baxley Wilderness Institute, Inc.

ITC^DeltaCom Communications, Inc.

By: 

By: _____

Name: Jamey D. Grover

Name: _____

Title: Executive Director

Title: _____

Date: 02/07/05

Date: _____



Universal Service Administrative Company

Schools and Libraries Division

August 20, 2007

Michelle McBee
Baxley Wilderness Institute
813-887-3300
Application Number(s): **577689**

Response Due Date: September 4, 2007

As we discussed in our conversation, we are in the process of reviewing all Funding Year 2007 Form 471 applications for schools and libraries discounts to ensure that they are in compliance with the rules of the Universal Service program. I am currently in the process of reviewing your Funding Year 2007 Form 471 Application. To complete my review I need some additional information. The information needed to complete the PIA Review is listed below.

ALLTEL (3)
Based on your documentation FRN **1597619** is a request for local, long distance or cellular service. The documentation does not indicate the number of lines for which funding is being requested. Please indicate the number of lines for which you are requesting service for this request.

ALLTEL (5)
Based on your documentation FRN **1597660** is a request for local, long distance or cellular service. The documentation does not indicate the number of lines for which funding is being requested. Please indicate the number of lines for which you are requesting service for this request.

DELTA COM (6) per contract
Based on your documentation FRN **1597736** is a request for local, long distance or cellular service. The documentation does not indicate the number of lines for which funding is being requested. Please indicate the number of lines for which you are requesting service for this request.

BellSouth DSL
Based on your documentation, FRN **1597798** is a request for Internet access service, but the documentation does not indicate the type of high-speed line provided. Please indicate the type of high-speed line that is being provided (e.g., DS1, T-1, OC3, DSL, ISDN, etc.).

The rules of this program require that a signed contract with the service provider be in place at the time of the submission of the FCC Form 471 certification.

Please provide a copy of the full contract, signed by the applicant and dated, to verify the correct Contract Award Date ("CAD"). Failure to provide a signed and dated contract may be cause for denial. ✓

If the contract is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to PIA. Please provide us with the contract name and number of the State Master Contract. If you have already submitted the relevant contract

information in connection with another review, please provide the FCC Form 471 application number involved so that we can locate the documentation in our files.

For further guidance regarding CADs, please refer to the Schools and Libraries Division website at: Step 4: Select a Service Provider at www.usac.org/sl/applicants/step04/default.aspx.

In addition to providing the contract; is the Form 470 # 627990000614073 on your Form 471 application # 577689 the establishing Form 470 for services associated with Funding Request Number(s) (FRN) <1597736>? Yes or No. *S.B. 321240000509924*

If No, please provide the following information:

- Please provide the 15-digit Form 470 Number that established the bidding for the FRN. The establishing Form 470 is the specific Form 470, which was posted for that particular service for 28 days, and pursuant to which a contract was signed or an agreement was entered into. (If the Form 470 has not been certified please include a copy of the signed Form 470 Certification page with your response. Failure to provide a copy of the signed Form 470 Certification page will result in a denial of your funding request.) *also service end date and contract end expiration date is 10/30/08 as BWI will receive svc on a 11/11/11 basis which contract expires*

If Yes, please provide the following information:

- You indicated the Contract Award Date (CAD) for service is <02/07/2005> for your FCC Form(s) 471 Block 5 Item 18, associated with Funding Request Number(s) (FRN) 1597736. Was the incorrect date entered at the time the FCC Form 471 was completed? Yes or No.

If Yes, please provide the following information:

- USAC with the correct Contract Award Date.
- If your authorized representative completed the information in this document, please attach a copy of the letter of agency or another agreement between you and the consultant authorizing them to act on your behalf. If you receive assistance outside of your organization in responding to this request, please indicate this in your reply.

Please fax or email the requested information to my attention. If you have any questions or if you require a further explanation of this request, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding.** If you need additional time to prepare your response, please let me know as soon as possible. If you are unable to provide the requested information because your school has closed or will shortly close for summer break, let me know when you will be available to respond to these questions.

Please advise me if the Contact Person on the application(s) has changed from that on the original application. This change must include the Form 471 application number(s) and be

signed by the original application's Contact Person, the original application's Authorized Person or a school official (with name and title provided).

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Ruchi R. Patel
PIA Reviewer
Program Integrity Assurance
USAC, Schools and Libraries Division
Phone # 973-581-5273
Fax # 973-599-6578
Email: rrpatel@sl.universalservice.org

Michelle L. McBee

From: PIATeam7 [PIATeam7@sl.universalservice.org]
Sent: Monday, August 20, 2007 12:59 PM
To: MichelleMcBee@1-813-889-8092
Cc: Erate
Subject: RP-App#577689-15-day letter
Attachments: FY2007 Summer 15-Day Template.doc

The Program Integrity Assurance (PIA) team is currently in the process of reviewing your Funding Year 2007 Form 471 Application. The attached letter details the need for some additional information in order to complete this review.

Please fax or e-mail the requested information to my attention as soon as possible. If you have any questions, please feel free to contact me.

Thank you for cooperation and continued support of the Universal Service Program.

Sincerely,

Ruchi R. Patel
PIA Reviewer
Program Integrity Assurance
USAC, Schools and Libraries Division
Phone # 973-581-5273
Fax # 973-599-6578
Email: rrpattel@sl.universalservice.org

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8/20/2007

Michelle L. McBee

From: Michelle L. McBee on behalf of Erate
Sent: Monday, August 27, 2007 11:26 AM
To: 'PIATeam7'
Subject: RE: RP-App#577689-15-day letter
Attachments: BWI Y10 Response to PIA.htm

Dear Ruchi Patel:

Beatrice Braswell of SLD has already asked for this same information. Attached is my response to Beatrice. Please let me know if you need anything else.

Thank you for your time.

Michelle McBee

Grant Accountant
Associated Marine Institutes
Phone: 813-887-3300 X-3717
Fax: 813-889-8092
erate@amikids.org

From: PIATeam7 [mailto:PIATeam7@sl.universalservice.org]
Sent: Monday, August 20, 2007 12:59 PM
To: MichelleMcBee@1-813-889-8092
Cc: Erate
Subject: RP-App#577689-15-day letter

The Program Integrity Assurance (PIA) team is currently in the process of reviewing your Funding Year 2007 Form 471 Application. The attached letter details the need for some additional information in order to complete this review.

Please fax or e-mail the requested information to my attention as soon as possible. If you have any questions, please feel free to contact me.

Thank you for cooperation and continued support of the Universal Service Program.

Sincerely,

Ruchi R. Patel
PIA Reviewer
Program Integrity Assurance
USAC, Schools and Libraries Division
Phone # 973-581-5273
Fax # 973-599-6578

8/27/2007

Email: rrpattel@sl.universalservice.org

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8/27/2007

From: Michelle L. McBee on behalf of Erate
Sent: Friday, August 17, 2007 2:28 PM
To: 'PIATeam7'
Subject: RE: BB-Baxley-15-day-8-3-07

Attachments: Budget Narrative, Equip List.pdf; BWI - ITC DELTACOM 03-08-05.pdf
Dear Beatrice:

Following are answers to your questions regarding Baxley Wilderness Institute, App#s 577689 and 584450:

APP# 577689

Item 1. For FRN 1597736 - Attached is a copy of the contract between ITC Deltacom and Baxley Wilderness Institute dated 03/08/05. Please change the CAD from 02/07/05 to 03/08/05 as that is the date signed by the vendor. Also, the service end date should be 06/30/2008 as Baxley Wilderness Institute will be receiving service on a month-to-month basis after the contract expires. The establishing Form 470# is 32124000050992~~5~~. *4 GAVE RUCHI PATEL THE CORRECT # BY PHONE 08/27/07.*

Item 2. For FRN 1597619 – the number of lines is 3.
For FRN 1597660 – the number of lines is 5.
For FRN 1597736 – the number of lines is 6.
For FRN 1597798 – this is for a DSL line for internet access.

APP# 584450

Item 1. Attached is a Budget Narrative containing additional information regarding our request and a list of equipment to be maintained.

Please let me know if you need anything else. Thank you for your time and efforts.

Michelle McBee

Grant Accountant
Associated Marine Institutes
Phone: 813-887-3300 X-3717
Fax: 813-889-8092
erate@amikids.org

From: PIATeam7 [mailto:PIATeam7@sl.universalservice.org]
Sent: Friday, August 03, 2007 9:31 AM
To: Erate
Cc: Michelle McBee@1-813-889-8092
Subject: BB-Baxley-15-day-8-3-07

Dear Ms. McBee:

Attached please find our letter requesting additional information for Application(s)# **577689** and **584450** for the **Baxley Wilderness Institute**.

Beatrice M. Braswell

Schools and Libraries
Phone: 973-581-5283
Fax: 973-599-6578
Email: BBraswe@sl.universalservice.org

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